

AMENDMENT NO. 3
to the
INTERCONNECTION AGREEMENT
between
VERIZON NEW ENGLAND INC.
d/b/a
VERIZON MAINE

and
LIGHTSHIP TELECOM, LLC

This Amendment No. 3 (this "Amendment") is made this 28th day of July 2000 (the "Effective Date") by and between Verizon New England d/b/a Verizon Maine, INC., a New York corporation ("Verizon"), and Lightship Telecom, LLC, a Delaware LLC ("Lightship"). (Verizon and Lightship may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, Verizon and Lightship are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated June 14, 2000 (the "Interconnection Agreement");

WHEREAS, the Federal Communications Commission (the "FCC") issued an order on November 5, 1999 in CC Docket No. 96-98 (the "UNE Remand Order"), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000 and fully effective as of May 17, 2000; and

WHEREAS, Verizon is prepared to provide network elements and collocation in accordance with, but only to the extent required by, all effective, final and nonappealable laws, government regulations and orders applicable to such elements and collocation (such laws, regulations and orders, "Applicable Law");

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

1. Amendment to Interconnection Agreement. Effective as of the date first set forth above, the Interconnection Agreement is amended hereby as follows:

(a) Sub-Loop.

(1) Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in Section 1(e) of this Amendment and upon request, Verizon shall provide Lightship with access to a Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(a)(1) and the rates set forth in Exhibit A attached hereto. A “Sub-Loop” means a two-wire or four-wire metallic distribution facility in Verizon’s network between a Verizon feeder distribution interface (an “FDI”) and the rate demarcation point for such facility (or network interface device (“NID”) if the NID is located at such rate demarcation point). Notwithstanding anything else set forth in this Amendment or in the Interconnection Agreement, Verizon shall provide Lightship with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.

(2) Lightship may request that Verizon reactivate (if available) an unused drop and NID, install a new drop and NID if no drop and NID are available or provide Lightship with access to a drop and NID that, at the time of Lightship’s request, Verizon is using to provide service to a Customer (as such term is hereinafter defined). The term “Customer” means a third-party residence or business end-user subscriber to telephone exchange services provided by either of the Parties, *provided, however*, that the term “Customer” does not include a Party.

(3) Lightship may obtain access to a Sub-Loop only at an FDI and only from a CLEC outside plant interconnection cabinet (a “COPIC”) or, if Lightship is collocated at a remote terminal and the FDI for such Sub-Loop is located in such terminal, from the collocation arrangement of Lightship at such terminal. To obtain access to a Sub-Loop, Lightship shall install a COPIC on an easement or Right of Way obtained by Lightship within 100 feet of the Verizon FDI to which such Sub-Loop is connected. A COPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and a Lightship COPIC and Verizon shall install a termination block within such COPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the COPIC and shall not provide any power that might be required by the CLEC for any electronics in the COPIC. Lightship shall provide any easement, Right of Way or trenching or other supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.

(4) Lightship may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to Lightship, the following information regarding a Sub-Loop that serves an identified Customer: the Sub-Loop’s length and gauge, whether the Sub-Loop has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop and the location of the FDI to which the Sub-Loop is connected.

(5) To order access to a Sub-Loop, Lightship must first request that Verizon connect the Verizon FDI to which the Sub-Loop is connected to a Lightship COPIC. To make such a request, Lightship must submit to Verizon an application (a “Sub-Loop

Interconnection Application”) that identifies the FDI at which Lightship wishes to access the Sub-Loop. A Sub-Loop Interconnection Application shall state the location of the COPIC, the size of the interconnecting cable and a description of the cable’s supporting structure. A Sub-Loop Interconnection Application shall also include a five-year forecast of Lightship’s demand for access to Sub-Loops at the requested FDI. Lightship must submit the application fee set forth in Exhibit A attached hereto (a “Sub-Loop Application Fee”) with a Sub-Loop Interconnection Application. Lightship must submit Sub-Loop Interconnection Applications to:

USLA Project Manager
Verizon
Room 509
125 High Street
Boston, MA 02110
E-Mail: Collocation.applications@BellAtlantic.com

(6) Within sixty (60) days after it receives a complete Sub-Loop Interconnection Application for access to a Sub-Loop and the Sub-Loop Application Fee for such application, Verizon shall provide to Lightship a work order that describes the work that Verizon must perform to provide such access (a “Sub-Loop Work Order”) and a statements of the cost of such work (a “Sub-Loop Interconnection Cost Statement”).

(7) Lightship shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Interconnection Cost Statement within sixty (60) days of Lightship’s receipt of such statement and the associated Sub-Loop Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Interconnection Application shall be deemed to have been withdrawn if Lightship breaches its payment obligation under this Section 1(a)(7). Upon Verizon’s completion of the work that Verizon must perform to provide Lightship with access to a Sub-Loop, Verizon shall bill Lightship, and Lightship shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Interconnection Cost Statement for such access.

(8) After Verizon has completed the installation of the interconnecting cable to a Lightship COPIC and Lightship has paid the full cost of such installation, Lightship can request the cross connection of Verizon Sub-Loops to the Lightship COPIC. At the same time, Lightship shall advise Verizon of the services that Lightship plans to provide over the Sub-Loop, request any conditioning of the Sub-Loop and assign the pairs in the interconnecting cable. Lightship shall run any crosswires within the COPIC.

(9) If Lightship requests that Verizon reactivate an unused drop and NID, then Lightship shall provide dial tone (or its DSL equivalent) on the Lightship side of the applicable Verizon FDI at least twenty four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop to the Lightship dial tone or equivalent from the COPIC. If Lightship requests that Verizon install a new drop and NID, then Lightship shall provide dial tone (or its DSL equivalent) on the Lightship side of the applicable Verizon FDI at least twenty four (24) hours before the due date.

On the due date, a Verizon technician shall run the appropriate cross connection of the facilities being reused at the Verizon FDI and shall install a new drop and NID. If Lightship requests that Verizon provide Lightship with access to a Sub-Loop that, at the time of Lightship's request, Verizon is using to provide service to a Customer, then, after Lightship has looped two interconnecting pairs through the COPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the COPIC and back out again to the Verizon FDI and Verizon Sub-Loop using the "loop through" approach. On the due date, Lightship shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop and submit the Lightship's long-term number portability request.

(10) Verizon shall not provide access to a Sub-Loop if Verizon is using the loop of which the Sub-Loop is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.

(11) Verizon shall provide Lightship with access to a Sub-Loop in accordance with negotiated intervals.

(12) Verizon shall repair and maintain a Sub-Loop at the request of Lightship and subject to the time and material rates set forth in Exhibit A. Lightship accepts responsibility for initial trouble isolation for Sub-Loops and providing Verizon with appropriate dispatch information based on its test results. If (a) Lightship reports to Verizon a Customer trouble, (b) Lightship requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop facilities or equipment in whole or in part, then Lightship shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Lightship is not available at the appointed time. If as the result of Lightship instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to Lightship by Verizon. If as the result of Lightship instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to Lightship by Verizon.

(b) Dark Fiber.

(1) Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in Section 1(e) of this Amendment and upon request, Verizon shall provide to Lightship access to Dark Fiber Loops (as such term is hereinafter defined) and to Dark Fiber IOF (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(b) and the rates set forth in Exhibit A. A "Dark Fiber Loop" means two continuous fiber optic strands (a pair) located within a Verizon fiber optic cable sheath between a Verizon end office and the premises of a Customer but that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A "Dark Fiber IOF" means two continuous fiber optic strands (a pair) that are located within a fiber

optic cable sheath between either (a) two Verizon central offices or (b) a Verizon central office and a Lightship central office, but, in either case, that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. When Lightship submits an order for a Dark Fiber Loop or a Dark Fiber IOF, such fiber may not conform to industry transmission standards, either the ones in effect when Verizon installed such fiber or the ones in effect at the time of such order. Notwithstanding anything else set forth in this Amendment or in the Interconnection Agreement, Verizon shall provide Lightship with access to Dark Fiber Loops and Dark Fiber IOF in accordance with, but only to the extent required by, Applicable Law.

(2) Lightship may access a Dark Fiber Loop or a Dark Fiber IOF only at a pre-existing hard termination point of such Dark Fiber Loop or Dark Fiber IOF, and Lightship may not access a Dark Fiber Loop or a Dark Fiber IOF at any other point, including, but not limited to, a splice point. Lightship may obtain access to Dark Fiber Loops and Dark Fiber IOF only in the following ways:

(i) Upon Lightship's request, Verizon will connect a Dark Fiber Loop to a Lightship collocation arrangement in the Verizon end office where the Dark Fiber Loop originates and to a demarcation point, including, but not limited to, an industry standard fiber distribution panel, in a building where a Customer is located and the Dark Fiber Loop terminates. Verizon shall connect a Dark Fiber Loop to the POT bay of a Lightship collocation arrangement by installing appropriate cross connections. A demarcation point shall be located in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by Verizon, and Verizon shall connect a Dark Fiber Loop to the demarcation point by installing a jumper.

(ii) Upon Lightship's request, Verizon will connect a Dark Fiber IOF between two Verizon central offices to Lightship collocation arrangements in those offices and will connect a Dark Fiber IOF between a Verizon central office and a Lightship central office to a Lightship collocation arrangement in the Verizon central office and to the fiber distribution frame in the Lightship central office. Verizon shall connect a Dark Fiber IOF to the POT bay of a Lightship collocation arrangement and to the fiber distribution frame in a Lightship central office by installing appropriate cross connections.

Verizon shall perform all work necessary to install a cross connection or a fiber jumper pair, including, but not limited to, the work necessary to connect a dark fiber pair to a demarcation point, a fiber distribution frame or a POT bay.

(3) Verizon shall provide access to Dark Fiber Loops and Dark Fiber IOF only where spare facilities exist, and Verizon shall not be obligated to construct new or additional facilities or create splice points to provide Lightship with access to Dark Fiber Loops or Dark Fiber IOF. Verizon shall not reserve Dark Fiber Loops or Dark Fiber IOF for Lightship, and Verizon shall not be obligated to provide access to Dark Fiber Loops or Dark Fiber IOF across LATA boundaries. Verizon may reserve Dark Fiber Loops and Dark Fiber IOF for

maintenance purposes, to satisfy Customer orders for fiber related services or for future growth. Verizon reserves, and Verizon's execution and delivery of this Amendment shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a Lightship order for a Dark Fiber Loop or a Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or other competitive local exchange carriers or impair a Verizon obligation to serve as a carrier of last resort.

(4) Prior to ordering access to a Dark Fiber Loop or Dark Fiber IOF between two locations, Lightship shall make a request to Verizon that Verizon review its existing cable records to determine whether spare Dark Fiber Loop facilities or Dark Fiber IOF facilities (as the case may be) are available between those locations (such a request, a "Dark Fiber Inquiry Request"). If spare facilities are available, Verizon shall notify Lightship and provide Lightship with an estimate of the mileage of those facilities. Lightship cannot order access to spare facilities until Verizon has notified Lightship that the facilities are available, and Verizon does not guarantee or warrant that the facilities will be available when Lightship submits an order to Verizon for access to the facilities. When it submits an order to Verizon for access to spare facilities that Verizon has previously notified Lightship are available, Lightship assumes all risk that those facilities will no longer be available.

(5) Upon request, and subject to time and material charges to be quoted by Verizon, Verizon shall provide to Lightship the following information:

(i) A fiber layout map that shows the streets within a wire center where there are existing Verizon fiber cable sheaths. Verizon shall provide such maps to Lightship subject to the agreement of Lightship, in writing, to treat the maps as confidential and to use them for preliminary design purposes only. Lightship acknowledges that fiber layout maps do not show whether or not spare fiber facilities are available. Verizon shall provide fiber layout maps to Lightship subject to a negotiated interval.

(ii) A field survey that shows the availability of dark fiber pairs between two Verizon central offices, a Verizon central office and a Lightship central office or a Verizon end office and the premises of a Customer, shows whether or not such pairs are defective, shows whether or not such pairs have been used by Verizon for emergency restoration activity and tests the transmission characteristics of Verizon dark fiber pairs. If a field survey shows that a dark fiber pair is available and Lightship submits an order for access to such pair, Verizon does not guarantee or warrant that the pair will be available when Verizon receives such order, and Lightship assumes all risk that the pair will not be available. Verizon shall perform a field survey subject to a negotiated interval. If a Lightship submits an order for a dark fiber pair without first obtaining the results of a field survey of such pair, Lightship assumes all risk that the pair will not be compatible with Lightship's equipment, including, but not limited to, order cancellation charges.

(6) Lightship shall be solely responsible for: (a) determining whether or not the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF accommodate the

requirements of Lightship; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to a Dark Fiber Loop or a Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power a Dark Fiber Loop or a Dark Fiber IOF to transmit telecommunications traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting Lightship's collocation arrangements with any proper cross connects or other equipment that Lightship needs to access a Dark Fiber Loop or a Dark Fiber IOF before it submits an order for such access.

(7) Lightship acknowledges that Verizon may have to splice the cable sheath of a Dark Fiber Loop or a Dark Fiber IOF to repair and maintain such sheath after Lightship has obtained access to such dark fiber, and Lightship assumes all risks associated with the creation of future splices on a Dark Fiber Loop or a Dark Fiber IOF. Verizon shall not provide or connect fiber optic transmission equipment, intermediate repeaters or power on a Dark Fiber Loop or a Dark Fiber IOF. Verizon cannot guarantee that the transport rate of a Dark Fiber Loop or a Dark Fiber IOF shall remain constant over time.

(8) Verizon shall provide Lightship with access to a Dark Fiber Loop or a Dark Fiber IOF in accordance with the following intervals:

Fifteen (15) business days to perform the Dark Fiber Inquiry Request or a negotiated interval if Verizon receives ten (10) such requests for one LATA

Thirty (30) business days to turn up a Dark Fiber Loop or a Dark Fiber IOF

(9) Verizon shall not be obligated to make Dark Fiber Loops and Dark Fiber IOF conform to any industry standards. After Lightship has obtained access to a Dark Fiber Loop or a Dark Fiber IOF, Verizon may, at Lightship's request and subject to rates set forth in Exhibit A, try to modify the transmission characteristics of such dark fiber. The work shall include and be limited to the following:

(i) Replace older connectors with new connectors, unless there is a risk that the replacement will disrupt existing fiber optic services.

(ii) Clean connectors to remove non-imbedded contaminants.

Notwithstanding the foregoing, Verizon shall not be obligated to modify the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF to satisfy the transmission objectives of Lightship for such dark fiber.

(10) Verizon shall repair and maintain a Dark Fiber Loop or a Dark Fiber IOF at the request of Lightship and subject to the time and material rates set forth in Exhibit A but Verizon shall not be obligated to repair or maintain the transmission characteristics of such dark fiber, services provided by Lightship over such dark fiber, any equipment of Lightship or anything other than the physical integrity of such dark fiber. Lightship shall cooperate with any Verizon effort to repair and maintain a Dark Fiber Loop or a Dark Fiber IOF. Lightship

acknowledges that maintenance and repair of a Dark Fiber Loop or a Dark Fiber IOF or fiber optic strands located in the same cable sheath by Verizon may affect the transmission characteristics of such dark fiber. Lightship accepts responsibility for initial trouble isolation for Dark Fiber Loops and Dark Fiber IOF and providing Verizon with appropriate dispatch information based on its test results. If (a) Lightship reports to Verizon a Customer trouble, (b) Lightship requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon dark fiber facilities or equipment in whole or in part, then Lightship shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Lightship is not available at the appointed time. If as the result of Lightship instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to Lightship by Verizon. If as the result of Lightship instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to Lightship by Verizon.

(11) The mileage necessary to calculate the per mile monthly recurring charges for a Dark Fiber IOF shall be equal to the airline distance between the two ends of such Dark Fiber IOF, and the Parties shall measure such mileage using the V&H coordinates method set forth in the National Exchange Carrier Association, Inc. Tariff, FCC No. 4, and any portion of a mile so measured shall be rounded up to the nearest whole mile.

(c) House and Riser.

(1) Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in Section 1(e) of this Amendment and upon request, Verizon shall provide to Lightship access to a House and Riser Cable (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(c) and the rates set forth in Exhibit A. A "House and Riser Cable" means a two-wire or four-wire metallic distribution facility in Verizon's network between the minimum point of entry for a building where a premises of a Customer (as such term is hereinafter defined) is located (such a point, an "MPOE") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Verizon shall provide access to a House and Riser Cable only if Verizon owns, operates, maintains and controls such facility and only where such facility is available. Verizon shall not reserve a House and Riser Cable for Lightship. Lightship may access a House and Riser Cable only at the MPOE for such cable. Notwithstanding anything else set forth in this Amendment or in the Interconnection Agreement, Verizon shall provide Lightship with access to House and Riser Cables in accordance with, but only to the extent required by, Applicable Law.

(2) Lightship must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:

(i) Lightship shall locate their compatible terminal block within cross connect distance of the MPOE for such cable. A terminal block is within cross connect

distance of an MPOE if it is located in the same room (not including a hallway) or within twelve (12) feet of such MPOE.

(ii) If suitable space is available, Lightship shall install its terminal block no closer than fourteen (14) inches of the MPOE for such cable, unless otherwise agreed by the Parties.

(iii) Lightship's terminal block or equipment cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that Lightship's terminal block or equipment is located in a space where Verizon plans to locate its facilities or equipment.

(iv) Lightship shall identify its terminal block and equipment as a Lightship facility.

(3) To provide Lightship with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any Right of Way for Lightship, (c) secure space for Lightship in any building, (d) secure access to any portion of a building for Lightship or (e) reserve space in any building for Lightship.

(4) Lightship must ensure that its terminal block has been tested for proper installation, numbering and operation before ordering from Verizon access to a House and Riser Cable. Verizon shall perform cutover of a Customer to Lightship service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to Lightship's termination block, and Verizon shall determine how to perform such installation. Lightship shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to Lightship in accordance with Lightship's order for such services.

(5) If a Lightship compatible connecting block or spare termination on Lightship's connection block is not available at the time of installation, Verizon shall bill Lightship, and Lightship shall pay to Verizon, the Not Ready Charge set forth in Exhibit A and the Parties shall establish a new cutover date. Verizon may install a new House and Riser Cable subject to the time and material charges set forth in Exhibit A.

(6) Verizon shall perform all installation work on Verizon equipment. All Lightship equipment connected to a House and Riser Cable shall comply with applicable industry standards.

(7) Verizon shall repair and maintain a House and Riser Cable at the request of Lightship and subject to the time and material rates set forth in Exhibit A. Lightship shall be solely responsible for investigating and determining the source of all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. If (a)

Lightship reports to Verizon a Customer trouble, (b) Lightship requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cable in whole or in part, then Lightship shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Lightship is not available at the appointed time. If as the result of Lightship instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to Lightship by Verizon. If as the result of Lightship instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to Lightship by Verizon.

(8) Verizon shall advise Lightship, upon request and subject to the House and Riser Asset Inquiry Charge set forth in Exhibit A, whether or not Verizon owns House and Riser Cable at a specified address. Verizon shall make reasonable efforts to respond to such inquiries within five (5) business days, subject to, among other things, service conditions at the office responding to the inquiry, the number of requests submitted on any given day and the possibility that a site visit may be required to respond to the inquiry. Verizon shall make publicly available a list of locations where it has sold, no longer owns and, therefore, cannot provide access to House and Riser Cables.

(d) Collocation in Remote Terminals. Notwithstanding anything set forth in the Interconnection Agreement, Verizon shall allow Lightship to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in applicable Verizon tariffs, as amended from time to time, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Notwithstanding anything else set forth in this Amendment or the Interconnection Agreement, Verizon shall allow Lightship to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, but only to the extent required by, Applicable Law.

(e) Limitations. Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment:

(1) Nothing contained in the Interconnection Agreement or this Amendment shall be deemed to constitute an agreement by Verizon that any item identified in the Interconnection Agreement or this Amendment as a network element is (i) a network element under Applicable Law, or (ii) a network element Verizon is required by Applicable Law to provide to Lightship on an unbundled basis. Nothing contained in the Interconnection Agreement or this Amendment shall limit Verizon's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon's obligations under the Interconnection Agreement, this Amendment or Applicable Law.

(2) To the extent that Verizon is required by a change in Applicable Law to provide a network element on an unbundled basis to Lightship, the terms, conditions and

prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of Verizon (a “Verizon UNE Tariff”). In the absence of a Verizon UNE Tariff, to the extent that Verizon is required by Applicable Law to provide a network element to Lightship, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance, and billing) shall be as provided in this Amendment and the Interconnection Agreement, as amended by this Amendment. In the absence of a Verizon UNE Tariff and if there is a conflict between the terms and provisions of this Amendment or the Interconnection Agreement and Applicable Law governing the provision of a network element, prior to Verizon’s provision of such network element and upon the written request of either Party, the Parties will negotiate in good faith an amendment to the Interconnection Agreement so that the Interconnection Agreement includes terms, conditions and prices for the network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law.

(3) Verizon shall be required to provide a network element on an unbundled basis only where necessary facilities are available.

(4) Verizon shall not provide Lightship, and Lightship shall not request from Verizon, access to a proprietary advanced intelligent network service.

(f) Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment and subject to the conditions set forth in Section 1(e) of this Amendment:

(1) Verizon shall provide access to Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables, collectively, the “Rates” and, individually, a “Rate”). Lightship acknowledges that the Rates are not set forth in Exhibit A as of the Effective Date but that Verizon is developing the Rates and Verizon has not finished developing the Rates as of the Effective Date. When Verizon finishes developing a Rate, Verizon shall notify Lightship in writing of such Rate in accordance with, and subject to, the notices provision of the Interconnection Agreement and thereafter shall bill Lightship, and Lightship shall pay to Verizon, for services provided under this Amendment on the Effective Date and thereafter in accordance with such Rate, subject to Section 1(f)(2) of this Amendment. Any notice provided by Verizon to Lightship pursuant to this Section 1(f)(1) shall be deemed to be a part of Exhibit A immediately after Verizon sends such notice to Lightship and thereafter.

(2) The Parties shall cooperate to true up amounts billed by Verizon to Lightship and paid by Lightship to Verizon based on an interim Rate for a Sub-Loop, a Dark Fiber Loop, a Dark Fiber IOF or a House and Riser Cable if the Maine Public Utilities Commission alters, amends or modifies such Rate and then, as altered, amended or modified, approves or makes effective such Rate as a permanent and final Rate in a final order and such order is not appealed or otherwise challenged.

2. Conflict between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Interconnection Agreement, or in the Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreement shall remain in full force and effect after the date first set forth above.

120 Day UNE Remand Amendment

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

LIGHTSHIP TELECOM, LLC

VERIZON MAINE

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner

Title: _____

Title: Vice-President - Interconnection Services
Policy & Planning

Exhibit A

To be completed in accordance with Section 1(f)(1) of this Amendment.